UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY, as subrogee of Buffets Holdings, Inc., Plaintiff, v. NOVAK CONSTRUCTION, RESTAURANT SPECIALTIES, INC., KIEFFER & CO., INC., AERO ELECTRIC & COMMUNICATIONS, and MIDWEST SIGN, Defendants. and NOVAK CONSTRUCTION, Third-Party Plaintiff, v. RESTAURANT SPECIALTIES, INC., KIEFFER & CO., INC., and AERO ELECTRIC & COMMUNICATIONS. Third-Party Defendants.	)	No.: Case No. 07 C 7149 Honorable: Samuel Der-Yeghiayan

PLAINTIFF'S AMENDED COMPLAINT AND RELIANCE ON JURY DEMAND

NOW COMES Plaintiff, ALLIANZ GLOBAL RISKS US INSURANCE COMPANY (hereinafter, "Allianz") as subrogee of Buffets Holdings, Inc., by and through its attorneys, DENENBERG TUFFLEY, PLLC, and FORAN GLENNON PALANDECH & PONZI, LTD. and for its Amended Complaint states as follows:

JURISDICTION

Jurisdiction is founded upon diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff Allianz is a California corporation with its principal place of business in Burbank, California. Upon information and belief, Defendant Novak Construction Company is an Illinois corporation with its principal place of business in Chicago, Illinois. Upon information and belief, Restaurant Specialties, Inc. is an Ohio corporation with its principal place of business in Columbus, Ohio. Upon information and belief, Kieffer & Co., Inc. is a Wisconsin corporation with its principal place of business in Sheboygan, Wisconsin. Upon information and belief, Aero Electric & Communications is an Illinois corporation with its principal place of business in Loves Park, Illinois. Upon information and belief, Midwest Sign is a now dissolved Illinois corporation, with its former principal place of business in Springfield, Illinois. The amount in controversy is in excess of $75,000.00, exclusive of interests and costs.

The loss occurred in Cook County, Illinois in the Northern District of Illinois, Eastern Division. Subject matter jurisdiction exists in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. § 1332.

FACTUAL ALLEGATIONS

1. At all relevant times, Buffets owned and operated an Old County Buffet restaurant located at 445 East Palatine Road, Arlington Heights, Illinois (hereinafter, the "Restaurant").

2. The Restaurant was located in a shopping mall owned by the Town & Country Plaza.

3. This action arises from a fire at the Restaurant on or about March 12, 2006.

4. At all relevant times, Defendant Novak Construction was an Illinois corporation engaged in providing general contracting services, with its principal place of business at 3423 N. Drake Avenue, 2^{nd} Floor, Chicago, Illinois 60618.

5. At all relevant times, Defendant Restaurant Specialties, Inc. ("RSI") was an Ohio corporation engaged in providing construction services with its principal place of business located in Columbus, Ohio.

6. At all relevant times, Defendant Kieffer & Co., Inc. ("Kieffer") was a Wisconsin corporation engaged in providing construction services with its principal place of business located in Sheboygan, Wisconsin.

7. At all relevant times, Defendant Aero Electric & Communications ("Aero") was an Illinois corporation engaged in providing construction services with its principal place of business located in Loves Park, Illinois.

8. At all relevant times, Defendant Midwest Signs ("Midwest") was an Illinois corporation engaged in providing construction services with its principal place of business located in Springfield, Illinois.

9. Prior to March 12, 2006, Town & County hired Defendant Novak Construction to act as the general contractor in a remodeling project at the shopping center, including work on the Buffets location.

10. During the course of construction, it became necessary to remove signage for the Buffets restaurant.

11. Novak Construction and/or another contractor working under their direction removed the signage without locking out the circuit for the sign.

12. The circuit was later reenergized, resulting in a fire at the Restaurant.

13. As a result of that fire, Buffets suffered damages in an amount in excess of the jurisdictional limit, $75,000.00.

14. Plaintiff Allianz provided property insurance to Buffets pursuant to Policy No. 3005711.

15. As a result of the March 12, 2006 fire damage, Buffets made a claim to Allianz under Policy No. 3005711.

16. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of $75,000.00.

17. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

COUNT I – NEGLIGENCE OF NOVAK CONSTRUCTION

18. Allianz hereby incorporates by reference paragraphs 1 through 17 as if fully stated herein.

19. At all relevant times, Defendant Novak Construction ("Novak") was responsible for performing construction services at the Buffets restaurant.

20. In performing those construction services, Novak owed a duty to Buffets to act in a safe, careful and workmanlike manner.

21. Defendant Novak breached its duty to Buffets through the following acts and/or omissions constituting negligence, including but not limited to:

a. improperly removing the signs;

b. failing to inspect the circuit following the removal of the signs to ensure that it was properly locked out.

c. failing to warn Buffets that the sign was improperly removed, so that it could act accordingly to prevent damage to property;

d. failing to observe applicable safety standards in the removal of the sign;

e. failing to properly train its employees in the removal of signs;

f. failing to take all reasonable and necessary precautions to prevent the fire;

g. failing to supervise its employees with respect to the removal of the sign;

h. failing to use due care and safety in performing its work;

i. violating federal, state and local codes, statutes and/or ordinances;

j. any and all other acts and/or omissions constituting negligence, which become known through the course of discovery.

22. As a direct and proximate result of Novak's negligence, Buffets suffered damage in an amount in excess of $75,000.00.

23. As a result of this damage, Buffets made a claim to Allianz.

24. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of $75,000.00.

25. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant Novak, together with costs, interest, attorney fees, and such other relief as this Court deems proper and just.

COUNT II – NEGLIGENCE OF RESTAURANT SPECIALTIES, INC.

26. Allianz hereby incorporates by reference paragraphs 1 through 25 as if fully stated herein.

27. At all relevant times, Defendant Restaurant Specialties, Inc. ("RSI") was responsible for performing construction services at the Buffets restaurant.

28. In performing those construction services, RSI owed a duty to Buffets to act in a safe, careful and workmanlike manner.

29. RSI breached its duty to Buffets through the following acts and/or omissions constituting negligence, including but not limited to:

a. improperly removing the signs;

b. failing to inspect the circuit following the removal of the signs to ensure that it was properly locked out.

c. failing to warn Buffets that the sign was improperly removed, so that it could act accordingly to prevent damage to property;

d. failing to observe applicable safety standards in the removal of the sign;

e. failing to properly train its employees in the removal of signs;

f. failing to take all reasonable and necessary precautions to prevent the fire;

g. failing to supervise its employees with respect to the removal of the sign;

h. failing to use due care and safety in performing its work;

i. violating federal, state and local codes, statutes and/or ordinances;

j. any and all other acts and/or omissions constituting negligence, which become known through the course of discovery.

30. As a direct and proximate result of RSI's negligence, Buffets suffered damage in an amount in excess of $75,000.00.

31. As a result of this damage, Buffets made a claim to Allianz.

32. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of $75,000.00.

33. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant RSI, together with costs, interest, attorney fees, and such other relief as this Court deems proper and just.

COUNT III – NEGLIGENCE OF KIEFFER & CO., INC.

34. Allianz hereby incorporates by reference paragraphs 1 through 33 as if fully stated herein.

35. At all relevant times, Defendant Keiffer & Co., Inc. ("Keiffer") was responsible for performing construction services at the Buffets restaurant.

36. In performing those construction services, Keiffer owed a duty to Buffets to act in a safe, careful and workmanlike manner.

37. Keiffer breached its duty to Buffets through the following acts and/or omissions constituting negligence, including but not limited to:

a. improperly removing the signs;

b. failing to inspect the circuit following the removal of the signs to ensure that it was properly locked out.

c. failing to warn Buffets that the sign was improperly removed, so that it could act accordingly to prevent damage to property;

d. failing to observe applicable safety standards in the removal of the sign;

e. failing to properly train its employees in the removal of signs;

f. failing to take all reasonable and necessary precautions to prevent the fire;

g. failing to supervise its employees with respect to the removal of the sign;

h. failing to use due care and safety in performing its work;

i. violating federal, state and local codes, statutes and/or ordinances;

j. any and all other acts and/or omissions constituting negligence, which become known through the course of discovery.

38. As a direct and proximate result of Keiffer's negligence, Buffets suffered damage in an amount in excess of $75,000.00.

39. As a result of this damage, Buffets made a claim to Allianz.

40. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of $75,000.00.

41. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant Keiffer, together with costs, interest, attorney fees, and such other relief as this Court deems proper and just.

COUNT IV – NEGLIGENCE OF AERO ELECTRIC & COMMUNICATIONS

42. Allianz hereby incorporates by reference paragraphs 1 through 41 as if fully stated herein.

43. At all relevant times, Defendant Aero Electric & Communications ("Aero") was responsible for performing construction services at the Buffets restaurant.

44. In performing those construction services, Aero owed a duty to Buffets to act in a safe, careful and workmanlike manner.

45. Aero breached its duty to Buffets through the following acts and/or omissions constituting negligence, including but not limited to:

a. improperly removing the signs.

b. failing to inspect the circuit following the removal of the signs to ensure that it was properly locked out.

c. failing to warn Buffets that the sign was improperly removed, so that it could act accordingly to prevent damage to property.

d. failing to observe applicable safety standards in the removal of the sign.

e. failing to properly train employees in the removal of signs.

f. failing to take all reasonable and necessary precautions to prevent the fire.

g. failing to supervise employees with respect to the removal of the sign.

h. failing to use due care and safety in performing its work.

i. violating federal, state and local codes, statutes and/or ordinances.

j. any and all other acts and/or omissions constituting negligence, which become known through the course of discovery.

46. As a direct and proximate result of Aero's negligence, Buffets suffered damage in an amount in excess of the jurisdictional limit of this Court.

47. As a result of this damage, Buffets made a claim to Allianz.

48. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of the jurisdictional limit of this Court.

49. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant Aero, together with costs, interest, attorney fees, and such other relief as this Court deems proper and just.

COUNT V – NEGLIGENCE OF MIDWEST SIGN

50. Allianz hereby incorporates by reference paragraphs 1 through 49 as if fully stated herein.

51. At all relevant times, Defendant Midwest Sign ("Midwest") was responsible for performing construction services at the Buffets restaurant.

52. In performing those construction services, Midwest owed a duty to Buffets to act in a safe, careful and workmanlike manner.

53. Midwest breached its duty to Buffets through the following acts and/or omissions constituting negligence, including but not limited to:

a. improperly removing the signs.

b. failing to inspect the circuit following the removal of the signs to ensure that it was properly locked out.

c. failing to warn Buffets that the sign was improperly removed, so that it could act accordingly to prevent damage to property.

d. failing to observe applicable safety standards in the removal of the sign.

e. failing to properly train employees in the removal of signs.

f. failing to take all reasonable and necessary precautions to prevent the fire.

g. failing to supervise employees with respect to the removal of the sign.

h. failing to use due care and safety in performing its work.

i. violating federal, state and local codes, statutes and/or ordinances.

j. any and all other acts and/or omissions constituting negligence, which become known through the course of discovery.

54. As a direct and proximate result of Midwest's negligence, Buffets suffered damage in an amount in excess of the jurisdictional limit of this Court.

55. As a result of this damage, Buffets made a claim to Allianz.

56. Pursuant to its policy of insurance, Allianz was required to pay and did pay to Buffets an amount in excess of the jurisdictional limit of this Court.

57. With that payment, Allianz has become subrogated to the rights of Buffets to the extent of such payment.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendant Midwest, together with costs, interest, attorney fees, and such other relief as this Court deems proper and just.

RELIANCE ON JURY DEMAND

Plaintiff, ALLIANZ GLOBAL RISKS US INSURANCE COMPANY, as subrogee of Buffets Holdings, Inc. hereby relies on the demand for a trial by jury filed in this action.

Respectfully submitted,

ALLIANZ GLOBAL RISKS US INSURANCE COMPANY,
as subrogee of Buffets Holdings, Inc.,

Dated: August 8, 2008

By: *s/ Christina L. Pawlowski*
Christina L. Pawlowski
One of its attorneys

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CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of August 2008, I electronically filed the forgoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to the following: Gregory James McKenna, Edmund James Siegert, Timothy R. Couture, Michael J. Linneman, Meghan McKenna Sciortino, Megan E. Ritenour, Matthew S. Ponzi, Brian G. Cunningham, Jeffrey Richard Zehe, and Erik W. Nielsen.

s/ Christina L. Pawlowski
Christina L. Pawlowski

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